

FARM CREDIT LEASING

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

(612) 797-7400

Direct Dial
612-797-3409

May 17, 1996

RECORDATION NO. 17271-F FILED 1425

MAY 28 1996 - 11 42 AM

VIA CERTIFIED MAIL
Z018930171

Surface Transportation Board
Attn: Recordation
Room 2311
12th and Constitution Avenue NW
Washington, D.C. 20423

STATE COMPTROLLER COMMISSION

RECEIVED
SURFACE TRANSPORTATION
BOARD
MAY 28 11 33 AM '96

Re: Documents for Recordation

Ladies and Gentlemen:

I have enclosed two (2) certified counterparts of the document described below to be recorded.

This document is a lease dated February 17, 1994 including Schedule A (Contract No. 049-6032749) and Casualty Loss Value Schedule; and

The Lease Agreement is also a part of a Servicing Agreement and Lease Assignment dated as of October 19, 1989 and previously recorded on April 2, 1991 under Recordation Number 17271-A.

The names and addresses of the parties to the documents are as follows:

Lease Agreement

Lessor: Farm Credit Leasing Services Corporation
1600 Colonnade, 5500 Wayzata Blvd.
Minneapolis, MN 55416

Lessee: Ag Processing, Inc. a cooperative
P.O. Box 2047
Omaha, NE 68102-2047

Servicing Agreement and Lease Assignment

Lessor: Farm Credit Leasing Services Corporation
1600 Colonnade, 5500 Wayzata Blvd.
Minneapolis, Minnesota 55416

Assignee: CoBank, ACB (formerly National Bank for Cooperatives)
5500 South Quebec Street
Englewood, Colorado 80111

Surface Transportation Board

May 17, 1996

Page 2

The following equipment is covered the documents:

One Hundred (100) 1996 Trinity 5161 Cubic Foot, 111 ton triple covered hopper rail cars, with thru center sill and gravity discharge outlets, together with all attachments, components, and accessories, Serial Nos. 750328 to 750427, inclusive. Current Reporting Marks FLIX - AGPS9600 to AGPX06099, inclusive.

A fee of \$21 is enclosed.

Please return any extra copies not needed by the Board for recordation to Thomas H. Vicker, Farm Credit Leasing Services Corporation, 1600 Colonnade, 5500 Wayzata Blvd., Minneapolis, Minnesota 55416.

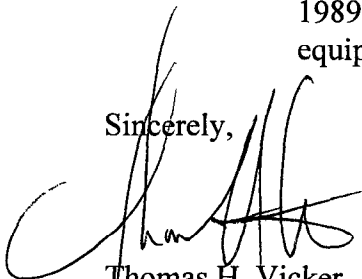
A short summary of the documents to appear in the index follows:

Index Summary

Documents

- (a) Lease Agreement between Farm Credit Leasing Services Corporation, 1600 Colonnade, 5500 Wayzata Blvd., Minneapolis, Minnesota 55416 (Lessor) and Ag Processing, Inc., a cooperative, P.O. Box 2047, Omaha, Nebraska 68104-2047 (Lessee) dated February 17, 1994 and covering One Hundred (100) 1996 Trinity 5161 Cubic Foot, 111 ton triple covered hopper rail cars, with thru center sill and gravity discharge outlets, together with all attachments, components, and accessories, Serial Nos. 750328 to 750427, inclusive. Current Reporting Marks FLIX - AGPS9600 to AGPX06099, inclusive.
- (b) Servicing Agreement and Lease Assignment between Farm Credit Leasing Services Corporation, 1600 Colonnade, 5500 Wayzata Blvd., Minneapolis, Minnesota 55416 (Assignor) and CoBank, ACB (formerly the National Bank for Cooperatives) 5500 South Quebec Street, Englewood, Colorado 80111 (Assignee) dated as of October 19, 1989, recorded on April 12, 1992 and assigned Recordation No. 17271-A, covering equipment described in (a), above.

Sincerely,



Thomas H. Vicker
Senior Vice President
and General Counsel

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

5/28/96


Thomas H. Vicker
Senior Vice President
Farm Credit Leasing
1600 Colonnade
5500 Wayzata Blvd.
Minneapolis, MN 55416-1252

Sir:

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of
the Interstate Commerce Act, 49 U.S.C. 11303, on 5/28/96 11:40AM
at , and
assigned recordation number(s). 17271-F.

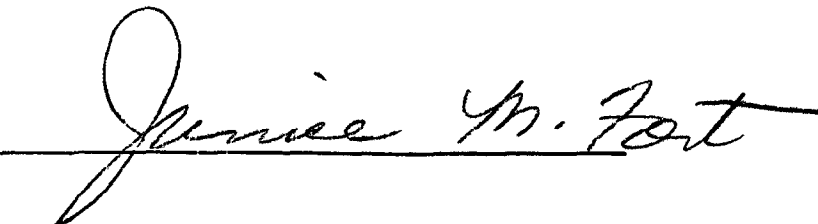
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

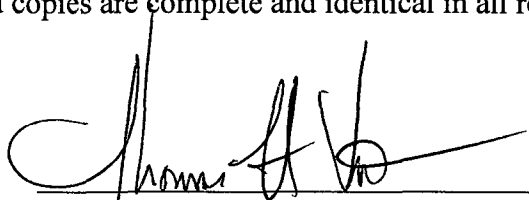
Signature



CERTIFICATE

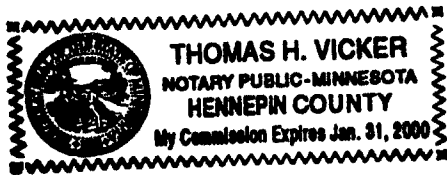
I, Thomas H. Vicker, a notary public in the state of Minnesota hereby certify that I have compared the attached copies of that certain Lease Agreement including Schedule A referencing Contract No. 049-6032749 and Casualty Loss Value Schedule, inclusive, with the original of such document and I find that the attached copies are complete and identical in all respects to the original document.

Date: 5/20/96



Notary Public

My Commission Expires January 31, 2000



FARM CREDIT LEASING

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Lease Agreement

MASTER

RECORDED 17271-F
MAY 20 1996 - 11 40 AM

Customer Number 8417

Lessor and Lessee have executed this Lease Agreement effective February 17, 1994, and hereby agree to the terms contained below and in any attachments made a part of this Lease Agreement.

This Lease and the attachments hereto constitute the entire agreement of the parties with respect to the leasing of the Equipment and the other subject matter of this Lease. This Lease supersedes all prior written and/or oral understandings or agreements with respect to the subject matter hereof, and no change, modification, addition, or termination of this Lease shall be enforceable unless in writing and signed by Lessor and Lessee.

Lessee:

Ag Processing, Inc. a cooperative
(please print or type full name)

By: *gls*

[Signature]
Signature
2/22/95
Date
CFO
Title (corporations only)

Signature

Date

Title (corporations only)

Signature

Date

Signature

Date

In consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1 LEASE OF EQUIPMENT Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, subject to the terms of this Lease Agreement ("Lease" or "Lease Agreement"), the equipment (collectively, the "Equipment", any one item of which may be referred to individually as an "Item of Equipment") described in any Schedule A ("Schedule A") executed by Lessor and Lessee and made a part hereof Lessee hereby authorizes Lessor to include in any Schedule A the serial number and other information identifying the Equipment when determined by Lessor

Each such Schedule A when executed by the parties shall be deemed to be a part of this Lease, it being understood and agreed that this Lease shall be a Master Lease All Schedules, addenda or other attachments to this Lease executed by Lessor and Lessee are hereby incorporated herein and made a part hereof

In the event it is necessary to amend the terms of a Schedule A to reflect a change in one or more of the following conditions

- (a) Lessor's actual cost of procuring the Equipment, or
- (b) Lessor's actual cost of providing Equipment to Lessee, or
- (c) A change in lease payments as a result of (a) and/or (b) above, or
- (d) Description of the leased Equipment,

Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless Lessee objects thereto in a writing delivered to Lessor within fifteen (15) days of mailing of such letter from Lessor to Lessee, such Schedule A shall be deemed amended and such amendments shall be incorporated herein

Lessor:

Farm Credit Leasing Services Corporation

By: *[Signature]*

[Signature]
Signature
2/27/95
Date
Vice President
Title

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

2 RENTALS/LEASE TERM Lessee agrees to pay Lessor rentals for each Item of Equipment leased under this Lease as set forth in the Schedule A applicable to such Item of Equipment All rentals shall be payable as described to Lessee at Lessor's mailing address set forth in such Schedule A, or to such other person or at such other place as Lessor may from time to time designate in writing "Scheduled Lease Commencement Date" for purposes of this Lease shall be the first day of the month following the In-Service Date, provided, however, in the event the Daily Billing Option is selected on the applicable Schedule A, the Scheduled Lease Commencement Date shall be the In-Service Date "In-Service Date" shall be the date Equipment is delivered and accepted by Lessee for lease as provided herein The "Scheduled Lease Term" shall be as set forth in the applicable Schedule A Rentals for each Item of Equipment shall commence on the Scheduled Lease Commencement Date with respect to each Item of Equipment If the In-Service Date occurs prior to the Scheduled Lease Commencement Date, Lessor shall be entitled to a rental ("Interim Rent") for the period from such In-Service Date to the Scheduled Lease Commencement Date (the "Interim Period") Interim Rent shall be computed by dividing all rentals other than Interim Rent due under the Lease by the actual number of days in the Scheduled Lease Term and multiplying this result by the actual number of days from In-Service Date to Scheduled Lease Commencement Date Interim Rent (if any) shall be due on the Scheduled Lease Commencement Date The Scheduled Lease Term, including any Minimum Term as described in Paragraph 3 below, as set forth in the Schedule A, together with the Interim Period, if any, shall constitute the Lease Term ("Lease Term") for each Item of Equipment Lessee agrees to pay Lessor at the expiration or other termination of the Lease Term, additional rents if specified under Special Terms described in the Schedule A The termination of this Lease with respect to certain Items of Equipment shall not affect the continuation of this Lease with respect to other Items of Equipment not subject to such termination In the event the Lessee exercises the option to renew the Lease rentals for the renewal period shall be agreed to by the parties at the time of renewal

(except Lessor's and/or its assign's gross negligence)

3' MINIMUM LEASE TERM The Minimum Lease Term ("Minimum Term") shall be set forth in the Schedule A for each Item of Equipment and shall commence on the Scheduled Lease Commencement Date. If Lessor agrees to terminate this Lease prior to the expiration of the Minimum Term with respect to an Item of Equipment, Lessor shall, in addition to all other charges specified in this Lease, charge Lessee an early termination fee. Upon completion of the Minimum Term, the Lessee is deemed to have continued the Lease on a month-to-month basis, until completion of the Scheduled Lease Term unless the Lessee notifies the Lessor in writing 30 days prior to the end of the Minimum Term that it desires to terminate the Lease.

4 FLOATING RENTAL RATE Notwithstanding any provision to the contrary contained in Paragraph 2 above, if Floating Rate is specified on the Schedule A applicable to an Item of Equipment, the Lessee's rental obligation for such Item of Equipment shall be adjusted at each rental due date based on the index specified on such Schedule A. Rental adjustments will be calculated based on monthly changes in the index up or down. Monthly changes in the index and the outstanding lease balance for each Item of Equipment will be used to compute an adjusted rental amount. Rental adjustments will be compounded and accumulated monthly and billed to the Lessee based on the Rental frequency specified on the appropriate Schedule A.

5 LATE CHARGES If Lessee fails to pay any rental or other amount required to be paid by Lessee to Lessor, within five (5) days after the due date thereof, Lessee shall (in addition to all other amounts due Lessor) pay Lessor the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by law until paid on such unpaid amounts.

6 SECURITY DEPOSIT If a Security Deposit amount is specified in the Schedule A, Lessee agrees to pay such amount to Lessor prior to the Scheduled Lease Commencement Date. If Lessee has fulfilled all terms and conditions herein, the Security Deposit shall be returned to Lessee without interest or it may be applied to any purchase option exercised by Lessee at the expiration of the Lease.

7 NO WARRANTIES, LESSEE'S OBLIGATIONS (VENDOR NOT AN AGENT) LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER; LESSOR SHALL NOT BE LIABLE TO LESSEE AND LESSEE HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (CONSEQUENTIAL OR OTHERWISE) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT LEASED HEREUNDER. NO DEFECT OR UNFITNESS OF THE EQUIPMENT NOR ANY REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY VENDOR SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY ANY RENTALS OR OTHER OBLIGATION UNDER THIS LEASE. LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF VENDOR, IS AN AGENT OF LESSOR. NO SALES REPRESENTATIVE OR AGENT OF VENDOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. Lessor hereby assigns to Lessee for the duration of this Lease all warranties received by Lessor with respect to the Equipment, to the extent assignable, and Lessor shall have no obligation whatsoever to make any claim on such warranty.

8 LOCATION/INSPECTION/MARKING The Equipment at all times shall be located at the address specified in the applicable Schedule A unless Lessee has notified Lessor in writing of a change of location for each Item of Equip-

ment. Lessee shall make the Equipment available for inspection by Lessor's representatives during Lessee's normal business hours and shall make Lessee's log, maintenance and other records pertaining to the Equipment available for inspection and duplication by Lessor's representatives. Lessee shall affix to or place on the Equipment such labels, plates, or other markings indicating Lessor's ownership in the Equipment as may be directed and supplied by Lessor.

9 USE Lessee agrees all Equipment will be operated by competent and qualified personnel only and in accordance with applicable operating instructions, laws, government regulations, and applicable insurance policies.

10 RISK OF LOSS, GENERAL INDEMNITY Lessee hereby assumes the risk of bodily injury or death, and of damage to property, including the Equipment, and the loss of such property, from whatever cause during the Lease Term, Lessee shall indemnify and hold Lessor harmless from and against any and all claims, losses, liabilities (including patent infringement, negligence, tort and strict liability), damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner connected with the manufacture, sale, purchase, financing, ownership, delivery, rejection, non-delivery, possession, use, transportation, storage, condition, operation, maintenance, repair, return or other disposition of the Equipment or with this Lease, including, without limitation, claims for injury to or death of persons, for damage to property, for violation of any law, rule or regulation of any public authority, and for environmental damage and clean-up. Lessee shall give Lessor prompt notice of any such claim or liability. The provisions of this Paragraph shall survive the expiration or termination of this Lease. Lessee agrees that upon written notice by Lessor of the assertion of any claim, action, damage, obligation, liability, or lien, Lessee shall, at Lessor's written request, assume the full responsibility for the defense thereof. Any payment pursuant to this Paragraph shall include an amount equal to any taxes required to be paid by Lessor as a result of the receipt of such payment.

11 ALTERATIONS/REPAIRS Any improvement, replacement, addition, accessory, or repair part for the Equipment shall become the property of Lessor free of all liens and encumbrances and shall be deemed part of the Equipment. The Equipment is, and shall at all times be and remain, personal property, notwithstanding that any Item of Equipment or any part thereof shall now be or hereafter become in any manner affixed or attached to real property or any improvements thereof.

12 MAINTENANCE Lessee shall pay all costs and expenses of whatever nature resulting from the use and operation of each Item of Equipment. Lessee, at its expense, shall keep the Equipment in good repair, condition and working order, in full compliance with all applicable manufacturer's recommendations, ordinary wear and tear excepted.

13 TAXES Lessee shall pay when due and be responsible for all charges, taxes and fees which may now or hereafter be imposed or levied by any governmental body or agency required to be paid or collected by Lessor on or relating to the Equipment leased hereunder and the sale, purchase, rental, operation, maintenance or use thereof (excluding any taxes on or measured by the net income of Lessor) together with any penalties or interest applicable thereto, whether the same be payable by or assessed to Lessor or Lessee. If under law or custom such payments may be made only by Lessor, Lessee shall promptly notify Lessor and shall reimburse Lessor, upon demand, all such payments made by Lessor. Upon request, Lessee will furnish to Lessor a photocopy of evidence satisfactory to Lessor reflecting payment by Lessee.

14 PERSONAL PROPERTY TAXES Wherever equipment is subject to personal property taxes in the jurisdiction where the Equipment is located, Lessor will properly report any and all property values for all lease transactions with the appropriate property tax assessor or other proper official. Lessee shall reimburse Lessor for all personal property taxes assessed by the applicable taxing jurisdiction. If Lessor does not notify Lessee of Lessor's intent to file the applicable property tax return within fourteen (14) days of the personal property tax return due date, or if Lessee has made a written request that Lessor not file such return, Lessee shall file all property values with the appropriate taxing jurisdiction and assume full responsibility for the payment of all such taxes, assessments, penalties and interest when due. Lessee shall

also reimburse Lessor any costs and expenses incurred by Lessor (including reasonable attorneys' fees), as a result of Lessee's failure to report and pay such taxes and charges

15 **INSURANCE** Lessee shall at its own expense acquire and maintain, during the term hereof, with such insurers, in such form and under such policies as shall be satisfactory to Lessor, both

a) all risk property insurance, naming Lessor as loss payee, in amounts and under coverages to provide for rebuilding, repairing or replacing the Equipment in the event of any damage, destruction, loss or theft of the Equipment. The amount of such insurance shall be at least equal to the Equipment Cost described in the Schedule A for each Item of Equipment, and

b) comprehensive public liability insurance including coverage for any bodily injury, death, or property damage which may be caused by or related to the Equipment or its operation, in amounts satisfactory to Lessor. Such insurance shall name Lessor as an additional insured

~~if any loss or damage shall be paid by which or which payable to Lessor and Lessee jointly, Lessor may endorse Lessee's name thereon as Lessee's agent. Lessee shall furnish to Lessor a certificate of insurance indicating that such insurance coverages are in effect at the time the Equipment is delivered and shall indicate that such insurance cannot be cancelled or altered without at least thirty (30) days prior written notice to Lessor. If Lessee fails to pay insurance required to be provided by Lessee under this Lease, Lessor may, but is not obligated to provide such insurance. Lessee shall, upon demand reimburse Lessor for any costs, fees, or expenses incurred in providing such insurance~~

16 CASUALTY OCCURRENCE

a) For purposes of this Lease, a "Casualty Occurrence" shall mean any Item of Equipment destroyed, irreparably damaged, lost, stolen, unaccounted for, or taken or requisitioned by condemnation or otherwise during the term of this Lease

b) In the event that any Item of Equipment shall suffer a Casualty Occurrence, Lessee shall promptly and fully inform Lessor with respect thereto. Lessee shall pay to Lessor, on the first day of the month following the giving of such notice, an amount ("Casualty Loss Value") equal to the sum of

(i) the amount which will cause the Lessor to realize the same rate of return up to the date of the Casualty Occurrence that the Lessor would have realized had the Lease of the Equipment been in effect for the entire Lease Term, and (ii) all installments of rental then due with respect to that Item of Equipment. The total rental described in the Schedule A which contained an Item of Equipment for which a Casualty Loss Value was paid, shall be reduced by a percentage derived by dividing the Cost of the Item of Equipment experiencing the Casualty Occurrence by the Total Equipment Cost described in such Schedule A. Lessor shall be entitled to receive and retain any proceeds from any insurance with respect to such Item of Equipment up to the amount of the Casualty Loss Value. Provided an Event of Default has not occurred and is continuing, Lessor shall pay over such insurance proceeds to Lessee to the extent such amounts exceed the Casualty Loss Value or the entire insurance proceeds received if Lessee has previously paid the Lessor the Casualty Loss Value. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said Item of Equipment, in its then condition and location, without warranties, express or implied; and this Lease shall terminate with respect to such Item of Equipment

17 **LOSS AND DAMAGE** No loss, theft, damage, or destruction of Equipment shall relieve Lessee of the obligation to pay rent or perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee shall immediately place the same in good repair

18 **EVENTS OF DEFAULT** The following shall constitute Events of Default

a) Lessee shall fail to pay all or any part of a rental payment or any other payment when due and payable, or

b) Lessee shall fail to perform or shall breach any of the other covenants herein and shall continue to fail to observe or perform the same for a period of ten (10) days after written notice thereof by Lessor, or

c) Without Lessor's consent, Lessee removes, sells, transfers, assigns, parts with possession or sublets any Item of Equipment, or

except such interest shall be free of liens and encumbrances claimed by or through Lessor.

d) Lessee creates, incurs, or suffers to exist any mortgage, lien, or other encumbrance or attachment of any kind whatsoever upon or affecting the Equipment or this Lease or any of Lessor's interests thereunder, or

e) Lessee becomes insolvent, makes an assignment for the benefit of creditors, ceases or suspends its business, admits in writing its inability to pay its debts as they mature, or bankruptcy, reorganization or other proceedings for the relief of debtors or benefit of creditors shall be instituted by or against Lessee, or

f) Any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor proves to be incorrect in any material respect when made, or

g) If Lessee is a business entity, the dissolution, merger, or reorganization of Lessee, or

h) If Lessee is an individual, Lessee dies or is judicially declared incompetent, or

i) Lessee shall be in default under any other agreement executed with Lessor at any time

In this Paragraph 18, "Lessee" also means any guarantor of Lessee's obligations under the Lease and "Lease" also means any guaranty of those obligations

19 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default and at any time thereafter, Lessor may do any one or more of the following with or without terminating this Lease

a) Declare the entire amount of rental and other charges due and to become due hereunder for the entire Lease Term immediately due and payable,

b) Take immediate possession of any and all Equipment without notice,

c) Sell or lease any Equipment or otherwise dispose, hold, or use such Equipment at Lessor's sole discretion,

d) Demand payment of all additional costs incurred by Lessor in the course of correcting any default,

e) Proceed against any or all security given in connection herewith which includes but is not limited to sureties and guarantors,

f) Upon notice to Lessee, terminate this Lease and all Schedules executed pursuant hereto. A termination hereunder shall only occur upon such notice by Lessor and only as to such Items of Equipment included in such notice. This Lease shall continue in full force and effect as to the remaining Items of Equipment, if any,

g) Exercise any other right or remedy available to Lessor under the Uniform Commercial Code or any other applicable law. If this Lease is deemed at any time to be one intended as security, Lessee agrees that the Equipment shall secure all indebtedness owing by Lessee to Lessor,

h) Recover from Lessee, not as a penalty but as liquidated damages, an amount equal to the sum of (i) any accrued and unpaid rentals as of the date the Lessor obtains possession of the Equipment following Lessee's default ("Repossession Date"), plus (ii) the present value of all future rentals reserved in the Lease and contracted to be paid over the unexpired term of the Lease discounted at a rate equal to the six (6) month U.S. Treasury Bill rate as of the Repossession Date, plus (iii) all costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment including reasonable attorney's fees and costs incurred in connection with or otherwise resulting from the Lessee's default, plus (iv) estimated residual value of the Equipment as of the Expiration of the Lease, **Less** the amount received by Lessor upon sale or re-lease of such Items of Equipment if any

Notwithstanding Paragraph 19(h) above, Lessor and Lessee agree that in the event it is adjudged or otherwise determined that following an Event of Default, Lessor is entitled to the present value of future rentals reserved in the Lease, the discount rate shall be equal to the six (6) month U.S. Treasury Bill rate in effect at the time the Event of Default occurred. Lessor's rights and remedies provided hereunder or by law shall be cumulative and shall be in addition to all other rights and remedies available to Lessor. Lessor's failure to strictly enforce any provisions of this Lease or any other right available to Lessor shall not be construed as a waiver thereof or as excusing Lessee from future performance. Lessee shall pay Lessor all costs and expenses, incurred by Lessor in any repossession, recovery, storage, repair, re-lease or other disposition of the Equipment, including reasonable attorneys' fees as a result of or arising out of an Event of Default

Notwithstanding the above, Lessor shall give Lessee notice of any assignment of this Lease within a reasonable time following such assignment.

20. ASSIGNMENT AND SUBLEASE

a) **LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. ANY ATTEMPTED ASSIGNMENT BY LESSEE WITHOUT SUCH CONSENT SHALL BE NULL AND VOID AND SHALL BE AN EVENT OF DEFAULT UNDER THIS LEASE.**

b) Lessor shall have the right, without notice to Lessee, to assign or create a security interest in this Lease, or assign any of its rights or interests in this Lease, or in the Equipment. If Lessee is given notice of such assignment or security interest, Lessee shall acknowledge such assignment or security interest in writing upon terms satisfactory to Lessor. Upon written notice to Lessee from Lessor of any assignment or of any security interest created by Lessor hereunder, Lessee shall pay rentals directly to such assignee if directed by Lessor to do so. Any assignee of Lessor shall have all of the rights, but none of the obligations, of Lessor under this Lease and Lessee agrees that it will not assert against any assignee of Lessor any defense, counterclaim, or offset that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

21 **OWNERSHIP** Title to the Equipment shall remain with Lessor at all times and Lessee shall have no right, title, or interest therein except as expressly set forth in this Lease.

22 **RETURN OF EQUIPMENT** If Lessee does not exercise any purchase option provided in this Lease, at the expiration of the Lease Term or other termination of this Lease, Lessee shall, at its own expense, deliver the Equipment to a location designated by Lessor. The Equipment shall be delivered by Lessee to Lessor in the same condition as it was when delivered to Lessee, normal wear and tear excepted. Lessor and Lessee agree that, notwithstanding terms contained in the Lease to the contrary, the Lease Term shall not expire until the Equipment is returned to Lessor as provided in this Paragraph.

23 **LESSEE'S OPTIONS** So long as no Event of Default has occurred and is continuing, at the expiration of the Minimum Term, Lessee shall have the option to (i) purchase the Equipment at fair market value, (ii) continue the Lease as provided in Paragraph 3 of this Lease, or (iii) return the Equipment to Lessor as provided in Paragraph 22 herein. At the expiration of the Scheduled Lease Term, Lessee shall have the option to (i) purchase the Equipment at fair market value or at the Purchase Option Amount specified on the applicable Schedule A, (ii) renew the Lease as provided in Paragraph 2 herein, or (iii) return the Equipment to Lessor as provided herein.

24 NOTICES

a) Any requirement of the Uniform Commercial Code of reasonable notice shall be met if such notice is given at least five (5) days before the time of sale, disposition, or other event or thing giving rise to the requirement of notice.

b) All notices or communications under this Lease shall be in writing, shall be delivered or mailed to the parties at the addresses set out for them in this Lease, and any notice so addressed and mailed by registered mail or hand delivered and left with a responsible person shall be deemed to have been given when so mailed or delivered.

c) Lessor and Lessee may in writing at any time and from time to time, change the address to which notice shall be delivered or mailed.

25 **POWER OF ATTORNEY/AFFIRMATION OF SECURITY INTEREST** **LESSEE HEREBY IRREVOCABLY APPOINTS AND CONSTITUTES LESSOR AND EACH OF LESSOR'S OFFICERS, EMPLOYEES, OR AGENTS AS LESSEE'S TRUE AND LAWFUL AGENT AND ATTORNEY-IN-FACT FOR THE PURPOSE OF FILING FINANCING STATEMENTS RELATING TO THIS LEASE AND THE EQUIPMENT, INCLUDING AMENDMENTS THERETO, PURSUANT TO THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OR STATES WHERE THE EQUIPMENT IS LOCATED, LESSOR BEING HEREBY AUTHORIZED AND EMPOWERED TO SIGN LESSEE'S NAME ON ONE OR MORE OF SUCH FINANCING STATEMENTS, DOCUMENTS OR INSTRUMENTS.**

In the event this Lease should be construed as a lease intended as security, Lessee affirms that Lessor has a security interest in the Equipment and all rentals payable hereunder, proceeds (including insurance proceeds) of the Equipment, and all amounts arising from the sale or other disposition of the Equipment.

26 **NON-CANCELLABLE LEASE, OBLIGATIONS UNCONDITIONAL, WAIVER THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. LESSEE HEREBY AGREES THAT LESSEE'S OBLIGATION TO PAY ALL RENTALS AND PERFORM ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, IRREVOCABLE, UNCONDITIONAL AND INDEPENDENT AND SHALL BE PAID AND PERFORMED WITHOUT ABATEMENT; DEDUCTION OR OFFSET OF ANY KIND OR NATURE WHATSOEVER.** To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Paragraph 19 or which may otherwise limit or modify any of Lessor's rights or remedies under Paragraph 19. Any action by Lessee against Lessor for any default by Lessor under this Lease, including breach of warranty or indemnity, shall be commenced within one (1) year after any such cause of action accrues.

27 **REPRESENTATIONS AND WARRANTIES OF LESSEE** Lessee represents and warrants that (i) Lessee is duly qualified to do business wherever necessary to carry on its present business and operations, (ii) Lessee has full power, authority and legal right to enter into and perform this Lease and the execution, delivery and performance of such documents have been duly authorized, do not require the approval of any governmental body, will not violate any judgement, order, law or regulation applicable to Lessee or any provision of Lessee's certificate of incorporation or bylaws, if any, or constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Lessee under any agreement or instrument to which Lessee is a party or by which Lessee or its assets may be bound or affected, (iii) this Lease and all schedules and attachments shall have been duly entered into, delivered and shall constitute, legal, valid and binding obligations of Lessee, enforceable in accordance with their terms when executed by Lessor and Lessee.

28 **FINANCIAL STATEMENTS** Lessee shall promptly furnish Lessor with Lessee's annual certified financial statements. Lessee shall also furnish Lessor with other financial information as Lessor may reasonably request. If Lessee does not have certified financial statements available in the normal course of business, Lessee shall provide uncertified financial statements that accurately reflect Lessee's financial condition including copies of its most recent federal income tax returns.

29 ENFORCEABILITY/CAPTIONS

a) If any part, term, or provision of this Lease is held by any court to be unenforceable or prohibited by law, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this Lease did not contain that particular part, term, or provision.

b) The headings in this Lease have been included for ease of reference only and shall not be considered in the construction or interpretation of this Lease.

c) This Lease shall in all respects be governed by and construed in accordance with the laws of the State of Minnesota.

d) This Lease shall inure to the benefit of Lessor, its successors, and assigns, and all obligations of Lessee shall bind its permitted successors and assigns.

FARM CREDIT LEASING

Schedule A

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Contract Number 049-6032749-000
Application Number 535999
Customer Number 8417100300
Customer Unit Number _____

This Schedule A, when executed by both Lessee and Lessor shall be made a part of that Lease Agreement dated
February 17 1994 ("Lease") between Lessee and Lessor

Lessee:

Ag Processing, Inc. a cooperative

By James W. Lindsay, CEO and General Manager 5/9/96
(please print or type full name)

Signature

Date

Title (corporations only)

Signature

Date

Title (corporations only)

Signature

Date

Signature

Date

Lessor:

Farm Credit Leasing Services Corporation

By: Keith Spackler
Signature

Title

Date

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Contact
Keith Spackler

Phone
(402) 498-2227

Mailing address	City	County	State	Zip code
P O Box 2047	Omaha		NE	68103-2047
Vendor name	Address	City/State/Zip code	Contact	Phone

EQUIPMENT

Asset	New/Used	MACRS Life	Quantity/Year/Manufacturer/Model/Description/Serial Number	Equipment Cost	Fixed Purchase Option or TRA amount by asset if applicable
A	New	7	One Hundred (100) 1996 Trinity 5161 CF110 Hopper		
B			Rail Cars - S/N's = 750328-750427	\$5,330,000 00	NA
C					
D					
TOTAL NET EQUIPMENT COST (show sales tax separately, if applicable)				\$5,330,000 00	

Down Payment \$ 0	Refund to Lessee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Trade-in \$ 0	Refund to Lessee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Purchase option type <input type="checkbox"/> Fixed Purchase Option (FPO) <input checked="" type="checkbox"/> Fair Market Value (FMV)	Terminal Rental Adjustment (TRA) (Transportation Addendum required) <input type="checkbox"/> Other _____	Transportation Addendum applies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Addendum Date 02/17/1994
Federal Income tax exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, why?	Sales tax exempt <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Tax ID# If no, FCL to capitalize tax <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

FCL USE ONLY

FCPR	FC DC	Estimate	Basis	OF	Promotion	In-service Date	Term Expires	Authorization Number
35 5	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							

EQUIPMENT LOCATION

Same as mailing address ☐

Asset	Asset ID No	Company/Street Address/Rural Route	City	State	Zip Code	County
A	159388	North Commercial	Eagle Grove	IA	50533	Wright
B						
C						
D						

All areas must be completed in the Lease Pricing section prior to mailing to Farm Credit Leasing.
Areas that do not apply in this section must be filled with "N/A" or "ZERO"

LEASE PRICING

Lease Rate Factor	Scheduled Lease Term (in months)	Minimum Lease Term (in months)	Rental amount* (Detail irregular rents below)	Rentals (advance or arrears)	Rental frequency (annual semiannual quarterly, monthly, irregular)	Total number of rentals
006933	228	228	36,952.89	Advance	Monthly	228
Irregular rent detail* NA Mo/Yr Payment Amount Mo/Yr Payment Amount Mo/Yr Payment Amount 1 5 9 2 6 10 3 7 11 4 8 12				Special Terms NA Lessee hereby agrees to pay Lessor at the expiration of the Lease an amount equal to \$ _____ per the _____ for each _____ per year Equipment is used in excess of _____ prorated to expiration or termination of the Lease Other charges \$ _____ /rental Type _____		
Daily Billing Option <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Floating Rate, indexed to 90-day Farm Credit Discount Notes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Lessee Maximum Percentage for purposes of Terminal Rental Adjustment NA %		
Security Deposit \$ NA		Lessee Percentage for purposes of Lease Purchase Addendum NA %		* Exclusive of applicable sales tax.		

COMMENTS

See attached SUPPLEMENT TO SCHEDULE A dated May 7, 1996

Early Purchase Option Amount \$ 2,228.625 87 (June 1, 2014)

GUARANTOR'S ACKNOWLEDGEMENT (IF APPLICABLE)

This Lease guaranteed by _____ Name (print name of guarantor) _____ Signature	This Lease guaranteed by _____ Name (print name of guarantor) _____ Signature	This Lease guaranteed by _____ Name (print name of guarantor) _____ Signature
ACKNOWLEDGEMENT ONLY OF CONTRACT GUARANTY		

SUPPLEMENT TO SCHEDULE A

THIS SUPPLEMENT is made as of May 7, 1996, between FARM CREDIT LEASING SERVICES CORPORATION ("Lessor") and AG PROCESSING, INC. A COOPERATIVE ("Lessee") and shall amend the terms of that certain Lease Agreement dated effective February 17, 1994, ("Lease") between the parties applicable only to the lease of equipment described in Schedule A to the Lease referencing contract number 049-6032749-000, inclusive ("Equipment")

To the extent the terms contained in this Supplement conflict with the terms of the Lease, the parties agree to that the terms contained in this Supplement shall apply

I. AMENDMENTS TO LEASE

Paragraph 20 Assignment and Sublease Paragraph 20 of the Lease is amended in its entirety to read as follows

This Lease and all rights of Lessor hereunder shall be assignable by Lessor absolutely or as security, without notice to Lessee, subject to the rights of Lessee hereunder for the use and possession of the Equipment for so long as no Event of Default has occurred and is continuing hereunder. Any such assignment shall not relieve Lessor of its obligations hereunder unless specifically assumed by the assignee, and Lessee agrees it shall not assert any defense, rights of set-off or counterclaim against any assignee to which Lessor shall have assigned its rights and interests hereunder, nor hold or attempt to hold such assignee liable for any of Lessor's obligations hereunder. No such assignment shall materially increase Lessee's obligations hereunder. Lessee agrees, upon Lessor's written request, to provide to any such assignee an acknowledgment of such assignment confirming the terms, conditions, representations, warranties and covenants contained in this Lease.

LESSEE SHALL NOT ASSIGN OR DISPOSE OF ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE WITH RESPECT TO ANY OF THE EQUIPMENT unless the following terms and conditions have been satisfied. Lessee shall provide prompt written notice to Lessor of its intention to sublease any Equipment. Lessee shall not enter into any sublease so long as an Event of Default shall have occurred and be continuing hereunder. No such sublease will reduce any of the obligations of Lessee hereunder or the rights of Lessor hereunder, and all of the obligations of Lessee hereunder shall be and remain primary and shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety. Any such sublease shall be expressly subject and subordinate to this Lease, shall provide that it shall terminate at the option of Lessor upon the expiration or earlier termination of this Lease, and shall be for a term which is the lesser of (i) three (3) years, or (ii) the remaining term of the Lease with respect to the Equipment which is the subject thereof. Lessee and any proposed sublessee shall execute and deliver such other documents and take such other actions as Lessor deems necessary to preserve its rights and interests in and to the Equipment which is the subject of the sublease. With respect to subleases to three hundred sixty-five (365) days or more, Lessee and any proposed sublessee shall execute and deliver a consent to sublease in a form acceptable to Lessor.

Paragraph 23 Lessee's Options Paragraph 23 of the Lease is amended in its entirety to read as follows

1 Purchase Option If no Event of Default (or event or condition which, with the passage of time or giving of notice, or both, would become an Event of Default) shall have occurred and be continuing, and the Lease shall not have been earlier terminated, Lessee shall have the option to purchase (the "Purchase Option") all, but not less than all, of the Equipment at the expiration of the Lease Term for an amount, payable in immediately available funds on the last day of the Lease Term, equal to (a) all rental payments, late charges and other amounts due and owing under the Lease, plus (b) all taxes, assessments and other charges due or payable in connection with the sale of the Equipment to Lessee, plus (c) the Purchase Option Price (hereinafter defined)

Provided that Lessor shall have received all amounts payable hereunder on the last day of the Lease Term, and that no Event of Default then exists and is continuing under the Lease. Lessor shall convey all of its right, title and interest in and to the Equipment to Lessee on the last day of the Lease Term, on an "AS-IS", "WHERE-IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor, except that the Equipment shall be free and clear of all liens created by Lessor. If Lessee intends to exercise the Purchase Option, Lessee shall give irrevocable written notice to Lessor (the "Option Notice") not more than 240 days, nor less than 180 days, prior to the expiration of the Lease Term. If Lessee fails to give such written notice to Lessor, it shall be conclusively presumed that Lessee has elected not to exercise the Purchase Option

2 Purchase Option Price If Lessee has elected to exercise the Purchase Option, then the "Purchase Option Price" shall be the Fair Market Value (hereinafter defined) of the Equipment. As soon as practicable following Lessor's receipt of the Option Notice, Lessor and Lessee shall agree on the Fair Market Value of the Equipment as of the end of the Lease Term. "Fair Market Value" of the Equipment shall be the amount determined on the basis of, and equal in value to, the amount which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a buyer-user currently in possession or a used equipment or scrap dealer) and an informed and willing seller, under no compulsion to buy or sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value, and it shall be assumed (whether or not the same be true) that the Equipment has been maintained and would have been returned to Lessor in compliance with the requirements of the Lease

If Lessor and Lessee fail to agree upon Fair Market Value on or before one hundred sixty (160) days prior to the expiration of the Lease Term, then such value shall be determined by the Appraisal Procedure (as set forth in Section 3 below), at Lessee's sole cost and expense

3 Appraisal Procedure On the earlier of 160 days prior to the end of the Lease Term or the date on which either party hereto shall have given written notice to the other requesting determination of the Fair Market Value of the Equipment by this Appraisal Procedure (the "Appraisal Notice"), the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual agreement. If no such appraiser is so appointed within ten (10) business days after the Appraisal Notice is given, each party shall appoint an independent appraiser and the two appraisers shall attempt to jointly agree on the Fair Market Value of the Equipment. If the two appraisers cannot so agree, then the two appraisers so appointed shall appoint a third independent appraiser. If the two appraisers have been unable to agree on the Fair Market Value and on a third appraiser within thirty (30) days after the date of their appointment, Lessor may apply to the American Society of Appraisers or the American Arbitration Association to make such appointment, and both Lessor and Lessee shall be bound by any such appointment. Any

appraiser or appraisers appointed pursuant to this Appraisal Procedure shall be bound to determine the Fair Market Value of the Equipment within thirty (30) days after the appointment of the final appraiser to be employed pursuant to this Appraisal Procedure. If the parties shall have appointed a single appraiser, his or her determination of value shall be final, binding and conclusive on the parties. If the parties have appointed two appraisers, then their jointly agreed determination of value shall be final, binding and conclusive on the parties. If three appraisers shall be appointed, the values determined by the three appraisers shall be averaged, the appraisal having a value furthest from the average shall be discarded and the remaining two appraised values shall be averaged, and the average of the remaining two appraised values shall be final, binding and conclusive on the parties.

In addition to other terms contained in this Lease, Lessee agrees to return the Equipment to Lessor with all equipment originally furnished thereon or acceptable replacements. All such equipment shall be installed and in good working order pursuant to the Interchange Rules.

Truck assemblies, axle and suspension components including, but not limited to, wheels, bearings, levers, seals, brake beams and shoes will be within the specifications required by the Interchange Rules. Car body, mounting and underframe plates and frames will be in good condition, free of cracks, holes, or other structural damage which materially impair the use of the Equipment for its intended purposes.

4 Early Purchase Option So long as no Event of Default has occurred and is continuing under the Lease, and upon at least 90 days prior written notice to Lessor, Lessee shall have the right to terminate the Lease for all but not less than all of the Equipment on the 1st of June, 2014 (the "Early Termination Date"). Lessee shall pay to Lessor on the Early Termination Date an amount equal to (a) all rental payments, late charges and other amounts due and owing under the Lease, plus (b) all taxes, assessments and other charges due or payable in connection with the sale of the Equipment to Lessee, plus (c) the Early Purchase Option Amount as of the Early Termination Date as provided in the Schedule A.

Provided that Lessor shall have received all amounts payable hereunder on the Early Termination Date and that no Event of Default then exists and is continuing under the Lease, Lessor shall convey all of its right, title and interest in and to the Equipment to Lessee on the Early Termination Date, on an "AS-IS", "WHERE-IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor, except that the Equipment shall be free and clear of all liens created by Lessor.

In the event Lessee shall not pay all amounts due hereunder upon the Early Termination Date, then the Lease Term for the Equipment shall continue in full force and effect and this Early Purchase Option shall be null and void and of no further force and effect.

5 Renewal Option If no Event of Default (or event or condition which, with the passage of time or giving of notice, or both, would become an Event of Default) shall have occurred and be continuing, the Lease shall not have been earlier terminated and, in the sole opinion of Lessor, no material adverse change in the business, financial condition or operations of Lessee shall have occurred and be continuing, Lessee shall have the option to renew and extend the Lease Term (the "Renewal Option") for all, but not less than all, of the Equipment for not more than five (5) consecutive twelve-month renewal terms (each, a "Renewal Term") following the end of the Lease Term, provided that Lessee shall have notified Lessor in writing (the "Renewal Option Notice") of Lessee's intention to exercise the Renewal Option not more than 240 days, no less than 180 days, prior to the expiration of the Lease Term, which notice shall, except as otherwise expressly set forth herein and subject to Lessor's determination that no material adverse

change has occurred, be irrevocable. If Lessee does not furnish the Renewal Option Notice to Lessor as provided herein, Lessee shall be irrevocably deemed to have elected not to exercise the Renewal Option, and the Lease shall terminate on the last day of the Lease Term. Lessor shall be under no obligation to determine if a material adverse change has occurred until Lessor is in receipt of the Renewal Option Notice.

During a Renewal Term, the Lease shall continue in full force and effect on the same terms, covenants and conditions set forth herein, provided, however, that the rental payments payable by Lessee on each Rental Payment Date during a Renewal Term shall be an amount equal to the Rental Value (defined in Section 6 below).

6 Rental Value "Rental Value" of the Equipment shall be the amount determined on the basis of, and equal in value to the amount which, in the sole opinion of Lessor, would be obtained in an arm's-length transaction between an informed and willing Lessee (other than a Lessee currently in possession) and an informed and willing lessor, each under no compulsion to lease, and in such determination, costs of removal from the location of current use shall not be a deduction from such value, and it shall be assumed (whether or not the same be true) that the Equipment has been maintained and would have been returned to Lessor in compliance with the requirements of the Lease.

As soon as practicable following Lessor's receipt of the Renewal Option Notice, Lessor shall advise Lessee of the Rental Value of the Equipment as of the end of the Lease Term. If Lessee shall fail to agree with such Rental Value on or before one hundred sixty (160) days prior to the expiration of the Lease Term, then Lessee's Renewal Option Notice shall be deemed revoked.

Paragraph 31. Hazardous Materials The following shall be added as paragraph 31 to the Lease:

"Lessee represents and warrants to Lessor that it will not use or permit any Item of Equipment to be used for the generating, transporting, treating, storage, manufacture, omission of or disposal of any dangerous, toxic or hazardous pollutants, chemicals, wastes or substances as defined in any federal, state, or local laws, statutes, regulations, requirements and ordinances ("Hazardous Material") without Lessor's consent. Lessee shall indemnify, defend and hold harmless Lessor, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorneys' fees, fees of environmental consultants and laboratory fees, arising out of or in any way related to (i) the presence, disposal, release or threatened release of any Hazardous Materials, from or affecting the Equipment, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached, or governmental order relating to such Hazardous Materials with respect to the Equipment, (iv) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials; and/or (v) the breach of any warranty, representation or covenant of Lessee contained in this Lease. These covenants, representations, warranties, and indemnities shall be deemed continuing for the benefit of Lessor, its successors and assigns and shall survive the expiration or termination of this Lease. Any payments made by Lessee pursuant to this paragraph shall include an amount equal to any taxes required to be paid by Lessor as a result of the receipt of such payment.

However, Lessee shall not have any obligation under this Paragraph 31 and shall not be required to indemnify or hold the Lessor harmless for any such claims, suits, costs, expenses, damages and

liabilities resulting or arising from (a) acts or events otherwise indemnified hereunder which occur after the end of the Lease Term (the Lease Term ending as provided in paragraph 22), (b) acts which would constitute willful misconduct or gross negligence of the Lessor, (c) taxes (except as otherwise specifically provided herein), or (d) the Lessors disposition of the Equipment, the Lease or any interest therein (other than any disposition to the Lessee) "

Paragraph 32 Use, Maintenance and Operation, Equipment Marking The following shall be added as paragraph 32 to the Lease

"Notwithstanding any provision of this Lease to the contrary, the following provisions shall be made a part of this Lease

- a) Nature and Place of Use Throughout the term of the Lease, Lessee agrees that each Item of Equipment will be used and maintained in material compliance with all Interchange Rules, and applicable laws, including all laws of the jurisdictions in which its operations involving the Equipment may extend, will remain in the possession and control of Lessee or with a railroad under contract with Lessee, will be located only in Canada, Mexico, and the continental United States of America and will be used or operated only for the purposes for which it was designed and intended, and will be used and maintained in material compliance with all applicable requirements of the insurance policies maintained pursuant to Paragraph 15 of this Lease
- b) Maintenance Throughout the term of this Lease, Lessee, at its own expense, will maintain, service, and repair, as necessary, or will cause to be maintained, serviced, and repaired, each Item of Equipment (a) consistent with Lessee's standards for similar owned and leased equipment; (b) in material compliance with all Interchange Rules, (c) such that it is mechanically suitable for interchange and sale to or use by a railroad, and (d) in accordance with all manufacturer recommended maintenance and warranty procedures and in material compliance with all applicable safety bulletins issued by the manufacturer Lessee will not operate any Item of Equipment with broken, unserviceable, or missing parts or remove parts that diminish the value, life, utility, or intended use of the Item of Equipment Lessee shall keep records of all maintenance and repairs and such records shall be made available for inspection by Lessor or its representative(s) upon reasonable notice Any material alterations or modifications to the Equipment shall require the written consent of Lessor
- c) Marking Lessee agrees at all times and at its expense to cause each Item of Equipment to be kept numbered with the identification or serial number therefor and maintain such reasonable equipment reporting marking(s) on each Item of Equipment as from time to time may be required by the Interchange Rules or otherwise reasonably deemed necessary by Lessor in order to protect the title of Lessor thereto, and the rights of Lessor under this Lease Lessee shall not by reason of any such marking(s) acquire or have any right, title, or interest in the Equipment except the rights granted it as Lessee hereunder
- d) Interchange Rules For purposes of this Lease, the term "Interchange Rules" shall mean all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Equipment, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including, but not limited


to, the Surface Transportation Board (formerly the Interstate Commerce Commission) or any successor board, committee, commission, or like entity, and the United States Department of Transportation which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders "

II. INCORPORATION OF TERMS

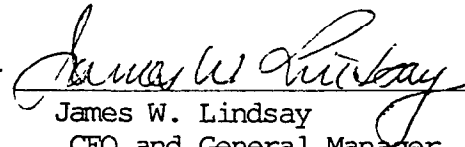
Except as amended herein, all the terms of the Lease shall remain in full force and effect

EXECUTED effective as of the day and year first above written

FARM CREDIT LEASING SERVICES
CORPORATION

By 
Its Vice President

AG PROCESSING, INC A COOPERATIVE

By 
James W. Lindsay
Its CEO and General Manager

FARM CREDIT LEASING

Casualty Loss Value Schedule

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Contract Number 049-6032749-000

This Casualty Loss Value Schedule is hereby made a part of that certain Lease Agreement between the Lessee named below ("Lessee") and Farm Credit Leasing Services Corporation ("Lessor") dated February 17 1994 applicable to the Equipment described in that certain Schedule A referencing the above described Contract Number ("Equipment")

Notwithstanding the provisions of Paragraph 16(b)(i) and (ii), the "Casualty Loss Value" of any Equipment as of a particular date shall be an amount equal to the product of the Lessor's total equipment cost in the lease and the percentage specified opposite the dates as described below or in the attached Exhibit A Lessee shall pay Lessor such Casualty Loss Value in accordance with the terms of Paragraph 16(b) of the Lease

Lessee:

Ag Processing, Inc a cooperative

(please print or type full name)

James W. Lindsay, CEO and General Manager

By: _____

Signature

Date

Title (corporations only)

Lessor:

Farm Credit Leasing Services Corporation

By: _____

Signature

Title

Date

1600 Colonnade
5500 Wayzata BLVD
Minneapolis MN 55416-1252

Exhibit A
CASUALTY LOSS VALUE SCHEDULE

Page 1 of 2

Casualty Loss Value for the purpose of this Schedule assumes all payments are received on or before the due date. The Casualty Loss Value is the value on the due date assuming the payment for that due date is received. The balance does not include late charges, use tax, property tax, or any other charges, fees or taxes that might be assessed from time to time or may become due in accordance with the terms of this lease.

* This Schedule is to be used for casualty losses only and *
* should not be interpreted as a termination schedule *

THESE VALUES WILL BE RE-CALCULATED AT THE EFFECTIVE CORPORATE TAX RATE AT THE TIME OF CASUALTY

<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>	<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>	<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>
6/ 1/96	104.52980166	8/ 1/99	102.68144668	1/ 1/ 3	94.76819876
7/ 1/96	104.57124813	9/ 1/99	102.54838706	2/ 1/ 3	94.51007571
8/ 1/96	104.61092845	10/ 1/99	102.41269328	3/ 1/ 3	94.24869689
9/ 1/96	104.64058299	11/ 1/99	102.27435251	4/ 1/ 3	93.98684370
10/ 1/96	104.66841274	12/ 1/99	102.13077252	5/ 1/ 3	93.72171620
11/ 1/96	104.69440863	1/ 1/ 0	101.98450633	6/ 1/ 3	93.45609598
12/ 1/96	104.71031098	2/ 1/ 0	101.83554059	7/ 1/ 3	93.18718243
1/ 1/97	104.72431987	3/ 1/ 0	101.68386217	8/ 1/ 3	92.91495947
2/ 1/97	104.73642618	4/ 1/ 0	101.52926753	9/ 1/ 3	92.64220821
3/ 1/97	104.74662045	5/ 1/ 0	101.37193194	10/ 1/ 3	92.36612846
4/ 1/97	104.74428492	6/ 1/ 0	101.21165228	11/ 1/ 3	92.08670366
5/ 1/97	104.73996554	7/ 1/ 0	101.04860340	12/ 1/ 3	91.80671475
6/ 1/97	104.72304418	8/ 1/ 0	100.88277151	1/ 1/ 4	91.52336136
7/ 1/97	104.70406645	9/ 1/ 0	100.71395332	2/ 1/ 4	91.23662675
8/ 1/97	104.68302211	10/ 1/ 0	100.54232344	3/ 1/ 4	90.94649440
9/ 1/97	104.64929293	11/ 1/ 0	100.36786789	4/ 1/ 4	90.65873144
10/ 1/97	104.61342349	12/ 1/ 0	100.19038315	5/ 1/ 4	90.36756535
11/ 1/97	104.57540346	1/ 1/ 1	100.01004393	6/ 1/ 4	90.07876380
12/ 1/97	104.52461388	2/ 1/ 1	99.82683543	7/ 1/ 4	89.78655394
1/ 1/98	104.47159952	3/ 1/ 1	99.64074369	8/ 1/ 4	89.49091883
2/ 1/98	104.41634930	4/ 1/ 1	99.45156490	9/ 1/ 4	89.19762604
3/ 1/98	104.35885210	5/ 1/ 1	99.25947318	10/ 1/ 4	88.90090261
4/ 1/98	104.29317219	6/ 1/ 1	99.06426459	11/ 1/ 4	88.60073149
5/ 1/98	104.22519344	7/ 1/ 1	98.86611336	12/ 1/ 4	88.30288042
6/ 1/98	104.14897986	8/ 1/ 1	98.66500430	1/ 1/ 5	88.00157547
7/ 1/98	104.07041506	9/ 1/ 1	98.46073351	2/ 1/ 5	87.69680033
8/ 1/98	103.98948736	10/ 1/ 1	98.25347476	3/ 1/ 5	87.38853745
9/ 1/98	103.90026072	11/ 1/ 1	98.04321316	4/ 1/ 5	87.08255440
10/ 1/98	103.80861787	12/ 1/ 1	97.82974434	5/ 1/ 5	86.77307731
11/ 1/98	103.71454708	1/ 1/ 2	97.61324180	6/ 1/ 5	86.46587372
12/ 1/98	103.61211171	2/ 1/ 2	97.39369075	7/ 1/ 5	86.15517031
1/ 1/99	103.50719474	3/ 1/ 2	97.17107545	8/ 1/ 5	85.84094969
2/ 1/99	103.39978383	4/ 1/ 2	96.94519150	9/ 1/ 5	85.52897898
3/ 1/99	103.28986658	5/ 1/ 2	96.71621209	10/ 1/ 5	85.21348476
4/ 1/99	103.17485144	6/ 1/ 2	96.48393238	11/ 1/ 5	84.89444950
5/ 1/99	103.05729214	7/ 1/ 2	96.24852542	12/ 1/ 5	84.57764020
6/ 1/99	102.93459694	8/ 1/ 2	96.00997566	1/ 1/ 6	84.25728333
7/ 1/99	102.80931940	9/ 1/ 2	95.76807801	2/ 1/ 6	83.93336125
		10/ 1/ 2	95.52300527	3/ 1/ 6	83.60585622
		11/ 1/ 2	95.27474168	4/ 1/ 6	83.28053504
		12/ 1/ 2	95.02308217	5/ 1/ 6	82.95162396

Exhibit A
CASUALTY LOSS VALUE SCHEDULE

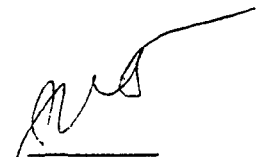
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<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>	<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>	<u>Date</u>	<u>% of Equipment Cost In Addition to Rent</u>
6/ 1/ 6	82.62489003	11/ 1/ 9	67.58325655	4/ 1/13	49.06549310
7/ 1/ 6	82.29455889	12/ 1/ 9	67.17825383	5/ 1/13	48.56274857
8/ 1/ 6	81.96061293	1/ 1/10	66.76926442	6/ 1/13	48.06131651
9/ 1/ 6	81.62881879	2/ 1/10	66.35026936	7/ 1/13	47.55541884
10/ 1/ 6	81.29340257	3/ 1/10	65.93924844	8/ 1/13	47.04503336
11/ 1/ 6	80.95434625	4/ 1/10	65.52396654	9/ 1/13	46.53592235
12/ 1/ 6	80.61741634	5/ 1/10	65.10404712	10/ 1/13	46.02230783
1/ 1/ 7	80.27683880	6/ 1/10	64.68705500	11/ 1/13	45.50416083
2/ 1/ 7	79.93259551	7/ 1/10	64.26541417	12/ 1/13	44.98726175
3/ 1/ 7	79.58466822	8/ 1/10	63.83970449	1/ 1/14	44.46581383
4/ 1/ 7	79.23882323	9/ 1/10	63.41569033	2/ 1/14	43.93980134
5/ 1/ 7	78.88928629	10/ 1/10	62.98759552	3/ 1/14	43.40929073
6/ 1/ 7	78.54182365	11/ 1/10	62.55539977	4/ 1/14	42.87977408
7/ 1/ 7	78.19066100	12/ 1/10	62.12486730	5/ 1/14	42.34574261
8/ 1/ 7	77.83578025	1/ 1/11	61.69022176	6/ 1/14	41.81286804
9/ 1/ 7	77.48294693	2/ 1/11	61.25144271	7/ 1/14	41.26599913
10/ 1/ 7	77.12638691	3/ 1/11	60.80850959	8/ 1/14	40.71448521
11/ 1/ 7	76.76608165	4/ 1/11	60.36718635	9/ 1/14	40.16408804
12/ 1/ 7	76.40779715	5/ 1/11	59.92169639	10/ 1/14	39.60902814
1/ 1/ 8	76.04575883	6/ 1/11	59.47780389	11/ 1/14	39.04928272
2/ 1/ 8	75.67994804	7/ 1/11	59.02973161	12/ 1/14	38.49061336
3/ 1/ 8	75.31034601	8/ 1/11	58.57745904	1/ 1/15	37.92723943
4/ 1/ 8	74.94271851	9/ 1/11	58.12674992	2/ 1/15	37.35913898
5/ 1/ 8	74.57129073	10/ 1/11	57.67182740	3/ 1/15	36.78628806
6/ 1/ 8	74.20182840	11/ 1/11	57.21267054	4/ 1/15	36.23443469
7/ 1/ 8	73.82855668	12/ 1/11	56.75504290	5/ 1/15	35.67791139
8/ 1/ 8	73.45145663	1/ 1/12	56.29316746	6/ 1/15	35.50000000
9/ 1/ 8	73.07629381	2/ 1/12	55.82702310		
10/ 1/ 8	72.69729354	3/ 1/12	55.35658860		
11/ 1/ 8	72.31443617	4/ 1/12	54.88762724		
12/ 1/ 8	71.93348740	5/ 1/12	54.41436172		
1/ 1/ 9	71.54867184	6/ 1/12	53.94255526		
2/ 1/ 9	71.15997084	7/ 1/12	53.46643050		
3/ 1/ 9	70.76736506	8/ 1/12	52.98596626		
4/ 1/ 9	70.37661913	9/ 1/12	52.50692498		
5/ 1/ 9	69.98195798	10/ 1/12	52.02352944		
6/ 1/ 9	69.58914674	11/ 1/12	51.53575797		
7/ 1/ 9	69.19241001	12/ 1/12	51.04937342		
8/ 1/ 9	68.79172826	1/ 1/13	50.55859809		
9/ 1/ 9	68.39286650	2/ 1/13	50.06341014		
10/ 1/ 9	67.99004915	3/ 1/13	49.56378762		

Farm Credit Leasing Services Corporation


Initial

Ag Processing Inc a cooperative


Initial